

**MEMORANDUM OF UNDERSTANDING
BETWEEN
Office of Investigations and Safety Programs
THE UNITED STATES CHEMICAL SAFETY & HAZARD INVESTIGATION BOARD
Washington, D. C. 20037**

**AND
THE AGENCY FOR TOXIC SUBSTANCES & DISEASE REGISTRY
Public Health Service
Department of Health and Human Services**

Atlanta, Georgia 30333

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to set forth the principles of the working relationship between the United States Chemical Safety and Hazard Investigation Board (CSB) and the Agency for Toxic Substances and Disease Registry (ATSDR), an agency of the United States Department of Health & Human Services (HHS). The MOU establishes policies and general procedures for cooperation and coordination between the two agencies and facilitates the achievement of common goals.

II. AUTHORITY

This MOU is entered into pursuant to the authority of section 112 (r)(6)(D) and (E) of the Clean Air Act, 42 U.S.C. § 7412 and section 104(i) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA or Superfund), 42 U.S.C. § 9604(i).

III. BACKGROUND

Sections 112(r)(6)(D) and (E) of the Clean Air Act direct the CSB to coordinate its activities with investigations and studies conducted by other agencies of the United States having a responsibility to protect the public health and safety and to utilize the expertise and experience of other agencies.

A. Chemical Safety & Hazard Investigations Board

The CSB is an independent agency authorized under section 112(r) of the Clean Air Act to investigate chemical accidents to determine the conditions and circumstances which have led up to an accident and to identify the root and contributing causes of the accident so that similar accidents might be prevented.

The CSB is modeled on the structure, activities, and authorities of the National Transportation Safety Board that investigates transportation-related accidents. The chemical incidents which the CSB investigates are those which result from the production, processing, handling, or storage of chemical substances (not limited to extremely hazardous substances) causing death, serious injury, substantial property damage (including damage to natural resources), or evacuations of the public.

B. ATSDR

“The mission of ATSDR is to prevent exposure and adverse human health effects and diminished quality of life associated with exposure to hazardous substances from waste sites, unplanned releases, and other sources of pollution present in the environment.”

ATSDR also provides technical assistance and consultations to local, state and federal agencies to assist them in responding to health issues relating to exposure to hazardous or toxic substances such as uncontrolled chemical releases from accidents.

IV. SCOPE

When requested, ATSDR will provide technical expertise and advice to the CSB regarding:

1. Health effects of chemical exposures,
2. Training in environmental public health, and,
3. Health and safety programs and other collaborative activities.

V. INFORMATION DISCLOSURE AND DATA SHARING

In the event that the CSB utilizes the technical expertise of the ATSDR during its investigation of a chemical accident, the ATSDR agrees that the CSB shall be solely responsible for the public release of factual information resulting from its investigative

efforts. The timing and the content of information to be released during the field investigation, particularly at the accident scene, shall be limited to factual information and shall be coordinated through the CSB's Investigator-In- Charge.

In the event that the ATSDR conducts its own investigation into the health consequences to a community resulting from a chemical accident which is under investigation by the CSB, the ATSDR agrees to coordinate with the CSB the public release of its findings or studies.

In the event that the ATSDR publishes a report of its findings regarding the health effects of a chemical exposure, the CSB will consider publishing the ATSDR report as an appendix to its final report.

Each agency will be responsible for the public release of its documents and for maintaining the information that it has collected. Each agency will respond to requests for disclosure of material, including Freedom of Information Act requests, and will coordinate with the other agency, when necessary, to ensure that the proper disclosure and exemption criteria are applied.

VI. PROGRAM FUNDING

Nothing in this MOU shall be construed as creating or authorizing the creation of any obligation on the part of either party to make any expenditure in the excess of appropriations authorized by law. No provision herein shall be construed as to require either party to obligate funds in violation of the Anti-Deficiency Act, 31 USC 1341.

Travel costs and any additional expenses incurred by investigations or studies shall be the responsibility of the organization that incurred such costs or expenses unless a specific agreement to the contrary is reached by the parties and reduced to writing.

VII. POINTS OF CONTACT

For CSB, the initial point of contact is:

Christopher W. Warner
Chief Operating Officer
U.S. Chemical Safety and Hazard Investigation Board
2175 K Street, N.W., Suite 400
Washington, D.C. 20037
Telephone: (202) 261-7600

For ATSDR, the initial point of contact is:

Peter J. McCumiskey, Deputy Assistant Administrator
Agency for Toxic Substances and Disease Registry
1600 Clifton Road, N.E., Mailstop E-28
Atlanta, Georgia 30333
Telephone: 404-639-0700

The CSB and the ATSDR will designate appropriate contacts for implementation of this MOU. A list of CSB contacts will be provided to the Assistant Administrator, ATSDR. A list of ATSDR contacts will be provided to the Chief Operating Officer, CSB.

VIII. DURATION, MODIFICATION, AND TERMINATION OF AGREEMENT

This MOU shall become effective upon the date of signature of both parties, and shall remain in effect until revised by mutual agreement. This MOU may be terminated by either party upon a minimum of 30 days advance written notice.

This MOU does not preclude either agency from entering into further agreements setting forth procedures for additional programs which can be addressed more efficiently and expeditiously by special agreement.

IX. IMPLEMENTATION

Nothing in this agreement is intended to diminish or otherwise affect the authority of either agency to implement its respective statutory functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by a party against the United States, its agencies, its officers, or any other person.

X. **APPROVALS**

Approved and Accepted on behalf of the Chemical Safety and Hazard Investigation Board:

Christopher Warner.
Chief Operating Officer

Date

Approved and Accepted on Behalf of the Agency For Toxic Substances and Disease Registry:

Henry Falk, M.D., M.P.H.
Assistant Surgeon General
Assistant Administrator

Date